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1 **UNITED STATES DISTRICT COURT**
2 **CENTRAL DISTRICT OF CALIFORNIA**

3 IN RE: TOYOTA MOTOR CORP.
4 UNINTENDED ACCELERATION
5 MARKETING, SALES PRACTICES, AND
6 PRODUCTS LIABILITY LITIGATION

Case No. 8:10ML02151 JVS (FMOx)

**STIPULATED
PROTECTIVE ORDER**

7 This document relates to:

8 ALL CASES

9 WHEREAS, to facilitate the production and receipt of information during
10 discovery in the above-captioned litigation (“the Litigation”), the parties agree and
11 stipulate, through their respective counsel, to the entry of the following Protective
12 Order for the protection of Confidential and Highly Confidential Materials (as defined
13 herein) that may be produced or otherwise disclosed during the course of this
14 Litigation by any party or non-party. The Court has been fully advised in the premises
15 and has found good cause for its entry.

16 Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this
17 Protective Order shall govern the handling of discovery materials in the Litigation:

18 1. **Applicability of Order:** This Order does not and will not govern any
19 trial proceedings in this Litigation, but will otherwise be applicable to and govern the
20 handling of documents, depositions, deposition exhibits, interrogatory responses,
21 responses to requests for admissions, responses to requests for production of
22 documents, and all other discovery obtained pursuant to the Federal Rules of Civil
23 Procedure by or from a party in connection with the Litigation (this information
24 hereinafter referred to as “Discovery Material”). As used herein, “Producing Party” or
25 “Disclosing Party” shall refer to the parties to this action that give testimony or
26 produce documents or other information, and “Receiving Party” shall refer to the
27 parties to this action that receive such information.

28 2. **Designation of Material:** Any Producing Party may designate
Discovery Material that is in their possession, custody or control to be produced to a
Receiving Party as “Confidential” or “Highly Confidential” under the terms of this

1 Order if the Producing Party in good faith reasonably believes that such Discovery
2 Material contains non-public, confidential material as defined in sections 4 and 5
3 below, (hereinafter “Confidential Material” or “Highly Confidential Material”).

4 **3. Exercise of Restraint and Care in Designating Material for**
5 **Protection.** Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to specific
7 material that qualifies under the appropriate standards. Mass, indiscriminate, or
8 routinized designations are prohibited.

9 **4. Confidential Material:** For purposes of this Order, Confidential
10 Material is any information that a party believes in good faith to be confidential or
11 sensitive information, including, but not limited to, trade secrets, research, design,
12 development, financial, technical, marketing, planning, personal, or commercial
13 information, as such terms are used in Rule 26(c)(1)(G) of the Federal Rules of Civil
14 Procedure and any applicable case law interpreting Rule 26(c)(1)(G) or the former
15 Rule 26(c)(7).

16 **5. Highly Confidential Material:** For purposes of this Order, Highly
17 Confidential Material is any Confidential Material as defined in paragraph 4 which
18 also includes non-public product design and testing information or extremely
19 sensitive, highly confidential, non-public information, consisting either of trade
20 secrets or proprietary or other highly confidential business, financial, regulatory, or
21 strategic information (including information regarding business plans, technical data,
22 and non-public designs), the disclosure of which would create a substantial risk of
23 competitive or business injury to the Producing Party. Notwithstanding the foregoing,
24 this Order shall not apply to Toyota computer source code and related materials, or
25 similar highly sensitive materials requiring special protection, which shall be subject
26 to additional forms of protection pursuant to further order of this Court.

27 **6. Designating Confidential Material or Highly Confidential Material:**
28 The designation of Discovery Material as Confidential Material or Highly
Confidential Material for purposes of this Order shall be made in the following

1 manner:

2 a. **Documents:** In the case of documents or other materials (apart from
3 depositions or other pre-trial testimony), designation shall be made by affixing
4 the legend “Confidential” or “Highly Confidential” to each page containing any
5 Confidential or Highly Confidential Material, respectively.

6 b. **Deposition and Other Proceedings:** In the case of depositions or
7 other pre-trial testimony, designation of the portion of the transcript (including
8 exhibits) which contains Confidential Material or Highly Confidential Material
9 shall be made (i) by a statement to such effect on the record during the
10 proceeding in which the testimony is received, or (ii) by written notice served
11 on counsel of record in this Litigation within thirty (30) business days after the
12 receipt of the draft transcript of such proceeding. However, before such thirty
13 (30) day period expires, all testimony, exhibits and transcripts of depositions or
14 other testimony shall be treated as Highly Confidential Material. All portions
15 of deposition transcripts not designated Confidential Material or Highly
16 Confidential Material as provided in paragraphs 4 and 5 shall be deemed not
17 confidential.

18 c. **Non-Written Materials:** Any non-written Confidential Material or
19 Highly Confidential Material (e.g., videotape, audio tape, computer disk, etc.)
20 may be designated as such by labeling the outside of such non-written material
21 designated as “Confidential” or “Highly Confidential.” In the event a
22 Receiving Party generates any “hard copy” transcription or printout from any
23 such designated non-written materials, the person who generates such “hard
24 copy” transcription shall take reasonable steps to maintain the confidentiality of
25 such materials.

26 7. **Inadvertent Disclosure:** The inadvertent failure to designate Discovery
27 Material as Confidential or Highly Confidential does not constitute a waiver of such
28 claim and may be remedied by prompt supplemental written notice upon discovery of
the inadvertent disclosure, with the effect that such Discovery Material will be subject

1 to the protections of this Order. The Receiving Party shall exercise good faith efforts
2 to ensure that copies it makes of Discovery Material produced to it, and copies made
3 by others who obtained such Discovery Material directly or indirectly from the
4 Receiving Party, include the appropriate confidentiality legend, to the same extent that
5 the Discovery Material has been marked with the appropriate confidentiality legend
6 by the Producing Party.

7 **8. Notes of Confidential Material or Highly Confidential Material:** Any
8 notes, lists, memoranda, indices, compilations prepared or based on an examination of
9 Confidential Material or Highly Confidential Material, that quote from or paraphrase,
10 Confidential Material or Highly Confidential Material with such specificity that the
11 Confidential Material or Highly Confidential Material can be identified, or by
12 reasonable logical extension can be identified, shall be accorded the same status of
13 confidentiality as the underlying Confidential Material or Highly Confidential
14 Material from which they are made and shall be subject to all of the terms of this
15 Protective Order.

16 **9. Notice To Non-Parties:** Any Party issuing a subpoena to a non-party
17 shall enclose a copy of this Protective Order with a request that, within ten (10)
18 calendar days, the non-party either request the protection of this Protective Order or
19 notify the issuing party that the non-party does not need the protection of this
20 Protective Order or wishes to seek different protection.

21 **10. Persons Authorized To Receive Confidential Material:** Discovery
22 Material designated "Confidential" may be disclosed, summarized, described,
23 characterized or otherwise communicated or made available in whole or in part only
24 to the following persons:

25 a. The Court, persons employed by the Court who are necessary for the
26 handling of the Litigation, and court reporters transcribing the testimony or
27 argument at a hearing, trial or deposition in this Litigation or any appeal there
28 from;

 b. Counsel of record in this Litigation, as well as paralegals, technical,

1 administrative and clerical employees working under the direct supervision of
2 such counsel;

3 c. Subject to paragraph 12 hereof, experts or consultants assisting any
4 counsel of record in this Litigation, provided such experts and consultants have
5 signed the "Agreement Concerning Information Covered by Protective Order"
6 attached hereto as Exhibit A;

7 d. Individual named plaintiffs who have a need to know such
8 information for purposes of this Litigation and who have signed the
9 "Agreement Concerning Information Covered by Protective Order" attached
10 hereto as Exhibit A;

11 e. Officers, directors or employees of parties who have a need to know
12 such information for purposes of this Litigation and who have signed the
13 "Agreement Concerning Information Covered by Protective Order" attached
14 hereto as Exhibit A;

15 f. Graphics, translation, or design services retained by counsel of record
16 in this Litigation for purposes of this Litigation, provided such services have
17 signed the "Agreement Concerning Information Covered by Protective Order"
18 attached hereto as Exhibit A. A signature by an authorized representative of
19 company the company who confirms that he or she has appropriately advised
20 the relevant employees of the confidentiality obligations in this order and taken
reasonable steps to comply thereto shall be sufficient;

21 g. Commercial copy vendors retained by counsel of record in this action
22 for purposes of this Litigation, provided such vendors have signed the
23 "Agreement Concerning Information Covered by Protective Order" attached
24 hereto as Exhibit A. A signature by an authorized representative of company
25 the company who confirms that he or she has appropriately advised the relevant
26 employees of the confidentiality obligations in this order and taken reasonable
27 steps to comply thereto shall be sufficient;

28 h. During their depositions, witnesses in the Litigation who agree on the

1 record to maintain the confidentiality of relevant documents or information
2 shown to them or who have signed the "Agreement Concerning Information
3 Covered by Protective Order" attached hereto as Exhibit A (except that persons
4 described in sub-paragraph (i) below do not need to sign Exhibit A to be shown
5 Confidential Material in their depositions). In the event of refusal of the witness
6 to execute such confidentiality agreement, such witness shall nevertheless be
7 deemed bound by the terms of this Order; furthermore the party or parties
8 seeking to use such information and the Producing Party will secure from a
9 court having jurisdiction over such witness such order and directions directed
10 specifically to such witness containing such provisions as are consistent with
11 the terms of this Order; and the Producing Party will cooperate fully in the
12 making of any such application;

13 i. Any person indicated by a document marked as Confidential Material
14 to be an author, addressee, or copy recipient of the Confidential Material, or as
15 to whom there has been testimony, whether at deposition or trial, or by
16 declaration or affidavit, that the person was the author or recipient of the
17 Confidential Material; and

18 j. Any other person, only upon order of the Court or upon stipulation of
19 the Producing Party who has signed the "Agreement Concerning Information
20 Covered by Protective Order" attached hereto as Exhibit A.

21 **11. Persons Authorized To Receive Highly Confidential Material:**
22 Except as specifically provided for in this or subsequent Court orders, Highly
23 Confidential Material or its contents shall not be disclosed, summarized, described, or
24 otherwise communicated or made available in whole or in part to any person or entity,
25 directly or indirectly, other than the following:

26 a. The Court, persons employed by the Court who are necessary for the
27 handling of the Litigation, and court reporters transcribing the testimony or
28 argument at a hearing, trial or deposition in this Litigation or any appeal there
from;

1 b. Counsel of record in this Litigation, as well as paralegals, technical,
2 administrative and clerical employees working under the direct supervision of
3 such counsel, provided each has signed the "Agreement Concerning
4 Information Covered by Protective Order" attached hereto as Exhibit A;

5 c. Subject to paragraph 12 hereof, experts or consultants necessary to
6 assist counsel of record in this Litigation, provided such experts and consultants
7 have signed the "Agreement Concerning Information Covered by Protective
8 Order" attached hereto as Exhibit A;

9 d. Graphics, translation, or design services retained by counsel for
10 purposes of preparing demonstrative or other exhibits, provided such services
11 have signed the "Agreement Concerning Information Covered by Protective
12 Order" attached hereto as Exhibit A;

13 e. Commercial copy vendors retained by counsel for purposes of this
14 Litigation, provided such vendors have signed the "Agreement Concerning
15 Information Covered by Protective Order" attached hereto as Exhibit A;

16 f. During their depositions, witnesses in the Litigation to whom
17 disclosure is reasonably necessary and who have signed the "Agreement
18 Concerning Information Covered by Protective Order" attached hereto as
19 Exhibit A (except that persons described in sub-paragraph (g) below do not
20 need to sign Exhibit A to be shown Highly Confidential Material in their
21 depositions);

22 g. Any person indicated by a document marked Highly Confidential
23 Material to be an author, addressee, or copy recipient of the Highly Confidential
24 Material, or as to whom there has been testimony, whether at deposition or trial
25 or by declaration or affidavit, that the person was the author or recipient of the
26 Highly Confidential Material; and

27 h. Any other person, only upon order of the Court or upon stipulation of
28 the Producing Party, and who has signed the "Agreement Concerning
Information Covered by Protective Order" attached hereto as Exhibit A.

1 **12. Qualification of Outside Experts and Consultants:** Neither
2 Confidential nor Highly Confidential Material shall be disclosed to any outside
3 experts or consultants who are current employees of a direct competitor of any of the
4 Toyota entities named in the Litigation. With respect to outside experts or consultants
5 who were employed by a direct competitor of any of the Toyota entities named in the
6 Litigation within one (1) year from the date of this Order, Confidential and Highly
7 Confidential Material may be shared with those experts or consultants only after
8 counsel for the Toyota entities named as defendants in this Litigation are given at least
9 twenty (20) days prior written notice of the identity of the expert or consultant to
10 whom such Confidential or Highly Confidential Material is to be disclosed (including
11 his or her name, address, current job title and the names of any direct competitors by
12 which he has been employed), are afforded an opportunity to object to the disclosure
13 of the Confidential or Highly Confidential Material, and a resolution to any such
14 objection has been reached. Notwithstanding paragraphs 10(c) and 11(c),
15 Confidential Material or Highly Confidential Material may be provided to experts or
16 consultants only for the purpose of aiding, assisting, or allowing such expert or
17 consultant to prepare a written opinion, to prepare to testify, or to assist counsel for a
18 party in this Litigation.

19 **13. Sharing Provision:** Except as otherwise provided herein, Confidential
20 Material and Highly Confidential Material may be shared with other attorneys of
21 record in other lawsuits against any of the Toyota entities in the United States of
22 America involving allegations substantially similar to the allegations in the Litigation
23 in which this Protective Order has been entered (“Sharing Attorneys”). Sharing
24 Attorneys shall be granted access to Confidential and Highly Confidential Material
25 only after counsel for the Toyota entities named as defendants in this Litigation are
26 given at least twenty (20) days prior written notice of the identity of the Sharing
27 Attorney(s) to whom such Confidential or Highly Confidential Material is to be
28 disclosed, are afforded an opportunity to object to the disclosure of the Confidential or

1 Highly Confidential Material, and a resolution to any such objection has been reached,
2 and only after Sharing Attorneys have been authorized to receive discovery under
3 relevant MDL procedures. In addition, Sharing Attorneys must adhere to the
4 following conditions:

5 a. Each Sharing Attorney shall sign the “Agreement Concerning
6 Information Covered by Protective Order” attached hereto as Exhibit A and
7 agree to be subjected to the jurisdiction of this Court for enforcement of the
8 Protective Order prior to receiving any Confidential or Highly Confidential
9 Material;

10 b. Each Sharing Attorney shall provide the original or a copy of the
11 executed “Agreement Concerning Information Covered by Protective Order”
12 attached hereto as Exhibit A to the counsel in this Litigation who provided
13 Confidential or Highly Confidential Material to the Sharing Attorney;

14 c. Counsel for all parties to this Litigation shall maintain the originals
15 and/or copies of the “Agreement Concerning Information Covered by
16 Protective Order” attached hereto as Exhibit A that are executed by Sharing
17 Attorneys;

18 d. Sharing Attorneys shall only use Confidential and Highly
19 Confidential Materials for purposes of the specific case or cases for which the
20 Sharing Attorney is counsel of record or for purposes related to this Litigation;

21 e. Sharing Attorneys shall not further share Confidential or Highly
22 Confidential Materials with anyone other than the category of persons or
23 entities described in paragraphs 10 or 11, whichever is applicable, for the
24 specific case or cases for which the Sharing Attorney is counsel of record, and
25 only after the persons or entities have executed the “Agreement Concerning
26 Information Covered by Protective Order” attached hereto as Exhibit A.
27 Sharing Attorneys shall not further share Confidential or Highly Confidential
28 Materials with any counsel, person or entity not described above in paragraphs
10 or 11, whichever is applicable.

1 This Sharing Provision does not permit the sharing of Confidential Material and
2 Highly Confidential Material with legal counsel in pending or threatened litigation
3 against any of the Toyota entities outside of the United States of America, regardless
4 of whether such legal counsel can be classified as a consultant or affiliate of any US
5 attorney of record in any legal proceedings against any of the Toyota entities within
6 the United States.

7 **14. Restriction on Disclosure in Actions Outside the United States.**
8 Neither Confidential nor Highly Confidential Material shall be disclosed, shared,
9 distributed, or otherwise provided in any manner to legal counsel in pending or
10 threatened litigation against any of the Toyota entities outside of the United States
11 through any other provision of this Protective Order, including but not limited to
12 paragraphs 10, 11, 12 and 13, regardless of whether such legal counsel can be
13 classified as a consultant or affiliate of any US attorney of record in any legal
14 proceedings against any of the Toyota entities within the United States.

15 **15. Use of Discovery Material:** Discovery Material containing Confidential
16 and/or Highly Confidential Material shall be used solely for purposes of the
17 Litigation, including any appeal and retrial. Any person or entity in possession of
18 Discovery Material designated Confidential or Highly Confidential (defined below)
19 shall maintain those materials in accordance with Paragraph 18 below.

20 **16. Agreement Must Be Signed Prior To Disclosure.** Each person to
21 whom Confidential or Highly Confidential Material may be disclosed that is also
22 required to sign the "Agreement Concerning Information Covered by Protective
23 Order" (attached hereto as Exhibit A) pursuant to Paragraphs 10(c)-10(h), 10(j),
24 11(b)-11(f), and 11(h) shall do so prior to the time such Material is disclosed to him or
25 her.

26 **17. Exclusion of Individuals From Depositions:** Counsel for any
27 Producing Party shall have the right to exclude from depositions any person who is
28 not authorized by this Order to receive documents or information designated

1 Confidential or Highly Confidential, but only during periods of examination or
2 testimony directed to or comprising information that is Confidential or Highly
3 Confidential.

4 **18. Storage Of Confidential Material or Highly Confidential Material:**

5 The recipient of any Confidential Material or Highly Confidential Material that is
6 provided under this Protective Order shall maintain such information in a reasonably
7 secure and safe manner that ensures that access is limited to the persons authorized
8 under this Order.

9 **19. Filing of Confidential Material or Highly Confidential Material.**

10 Without written permission from the Producing Party or a court order, a party may not
11 file in the public record in this action any Confidential Material or Highly
12 Confidential Material. The parties shall comply with Local Rule 79-5 when seeking
13 to file Confidential Material or Highly Confidential Material under seal.

14 The party desiring to place any Confidential Material or Highly Confidential
15 Material before the Court shall lodge the information in a sealed envelope along with
16 an application to file the papers or the portion thereof containing Confidential Material
17 or Highly Confidential Material under seal and a copy of a Proposed Order Sealing
18 Documents. Said envelope shall be endorsed with the title of the Litigation, an
19 indication of the nature of the contents of such sealed envelope, the identity of the
20 party filing the materials, the phrase "Confidential Material" or "Highly Confidential
21 Material," and a statement substantially in the following form:

22 THIS ENVELOPE CONTAINS MATERIALS SUBJECT TO A
23 PROTECTIVE ORDER ENTERED IN THIS LITIGATION. IT IS NOT TO
24 BE OPENED NOR ARE ITS CONTENTS TO BE DISPLAYED,
25 REVEALED, OR MADE PUBLIC, EXCEPT BY ORDER OF THE COURT.
26 UNLESS THE COURT ORDERS THAT IT NOT BE FILED, IT SHALL BE
27 FILED UNDER SEAL.

28 Additionally, within seven (7) days from the date that the papers (or portions thereof)
were filed under seal consistent with the above procedures, the party who filed the

1 papers under seal also shall file in the public record a version of the papers that has
2 been redacted to omit the Confidential Material or Highly Confidential Material (or
3 any references thereto).

4 The parties shall also comply with Local Rule 79-5.4 with respect to the
5 appropriate treatment of personal identifier information in connection with any filing
6 with the Court.

7 20. **No Prejudice:** Agreeing to be bound by this Protective Order, agreeing
8 to and/or producing or receiving Confidential Material or Highly Confidential
9 Material or otherwise complying with the terms of this Order shall not:

10 a. Prejudice in any way the rights of the parties to object to the
11 production of documents they consider not subject to discovery, or operate as
12 an admission by any party that the restrictions and procedures set forth herein
13 constitute adequate protection for any particular information deemed by any
14 party to be Confidential Material or Highly Confidential Material;

15 b. Prejudice in any way the rights of any party to object to the
16 authenticity or admissibility into evidence of any document, testimony or other
17 evidence subject to this Order;

18 c. Prejudice in any way the rights of a party to seek a determination by
19 the Court whether any Confidential Material or Highly Confidential Material
20 should be subject to the terms of this Order;

21 d. Prejudice in any way the rights of a party to petition the Court for a
22 protective order relating to any purportedly confidential information; or

23 e. Prevent a Disclosing Party from authorizing disclosure of its own
24 Confidential Material or Highly Confidential Material to any party.

25 21. **Challenging Designation of Materials:** A party shall not be obligated
26 to challenge the propriety of a Confidential Material or Highly Confidential Material
27 designation at the time made, and failure to do so shall not preclude a subsequent
28 challenge thereto during the pendency of this Litigation.

a. **Challenge:** The Receiving Party may challenge the propriety of a

1 Confidential Material or Highly Confidential Material designation by providing
2 to Producing Party a writing which briefly: (i) identifies with reasonable
3 particularity the documents and/or information which are the subject of the
4 challenge; and (ii) describes the basic legal or factual grounds for the challenge.

5 b. **Meet and Confer and Motion:** Once a challenge is made, the
6 Producing Party will bear the burden of initiating and conducting a sufficient
7 meet and confer (per Local Rule 37-1); and, if necessary, Producing Party will
8 bear the burdens of proof and persuasion in moving for a Protective Order (per
9 Local Rule 37-2) to uphold the challenged Confidential Material or Highly
10 Confidential Material designation(s). If the Producing Party does not initiate
11 the discovery motion process under Local Rule 37 within ninety (90) days of a
12 challenge, the subject Confidential Material designation or Highly Confidential
13 Material designation is effectively withdrawn and the subject documents and
14 material may be used for all purposes in this Litigation. The Receiving Party
15 must make de-designation requests in good faith. Mass, indiscriminate, or
16 routinized requests for de-designation are prohibited.

17 c. **Status of Challenged Designation Pending Judicial**
18 **Determination:** Until the court rules on the timely filed Motion for Protective
19 Order, all parties shall continue to afford the material in question the level of
20 protection to which it is entitled under the Producing Party's designation.

21 22. **No Application to Public or Otherwise Available Information:** This
22 Order shall not limit or restrict a Receiving Party's use of information that the
23 Receiving Party can demonstrate: (i) was lawfully in the Receiving Party's
24 possession prior to such information being designated as protected material in the
25 Litigation and that the Receiving Party is not otherwise obligated to treat as
26 confidential; (ii) was obtained without any benefit or use of protected material from a
27 third party having the right to disclose such information to the Receiving Party
28 without restriction or obligation of confidentiality; (iii) was independently developed
by it after the time of disclosure by personnel who did not have access to the

1 Producing Party's protected material; or (iv) has been published to the general public.
2 If the Receiving Party believes that the Disclosing Party has designated information
3 that is covered by any of the preceding categories as Confidential Material or Highly
4 Confidential Material, the Receiving Party shall challenge the propriety of such
5 designation using the procedure outlined in paragraph 20 above. Any challenged
6 designation remains in force until the propriety of such designation has been decided
7 as outlined above.

8 **23. No Waiver of Privilege:** Disclosure (including production) of
9 information that a Party or non-party later claims should not have been disclosed
10 because of a privilege, including, but not limited to, the attorney-client privilege or
11 work product doctrine ("Privileged Information"), shall not constitute a waiver of, or
12 estoppel as to , any claim of attorney-client privilege, attorney work-product, or other
13 ground for withholding production as to which the Producing Party would be entitled
14 in the litigation or any other federal or state proceeding. This Order is intended to
15 provide the full protection afforded by Federal Rule of Evidence 502(d), providing
16 that "A Federal court may order that the privilege or protection is not waived by
17 disclosure connected with the litigation pending before the court – in which event the
18 disclosure also is not a waiver in any other Federal or State proceeding." Upon
19 discovery by a Producing Party (or upon receipt of notice from another Party) that
20 he/she/it may have produced Privileged Information, the Producing Party shall, within
21 ten (10) days of such discovery, request the return of such information in writing by
22 indentifying the Privileged Information and stating the basis on which the Privileged
23 Information should be withheld from production. After being notified, all other
24 Parties must promptly return, sequester, or destroy the Privileged Information and any
25 copies he/she/it has; must not use or disclose the information until the claim is
26 resolved; and must take reasonable steps to retrieve the Privileged Information if
27 he/she/it disclosed the Privileged Information before being notified. If any Party
28 disputes the privilege claim ("Objecting Party"), that Objecting Party shall notify the
Producing Party of the dispute and the basis therefore in writing within thirty (30)

1 days of receipt of the request for the return of the Privileged Information. The Parties
2 thereafter shall meet and confer in good faith regarding the disputed claim within
3 thirty (30) days. In the event that the Parties do not resolve their dispute, either Party
4 may bring a motion for a determination of whether a privilege applies. If such a
5 motion is made, the Producing Party shall submit to the Court for *in camera* review
6 under seal a copy of the disputed information in connection with its motion papers.
7 The submission to the Court shall not constitute a waiver of any privilege or
8 protection. The Producing Party must preserve the information claimed to be
9 privileged or otherwise protected until the claim is resolved.

10 Except as expressly set forth herein, nothing in this provision shall limit the
11 bases on which the Objecting Party may challenge the assertion of any privilege or
12 protection by the Producing Party. In addition, nothing in this provision shall permit
13 the Producing Party to seek to withhold or “claw back” a previously-produced
14 document in this Litigation if that document was the subject of deposition testimony
15 in this Litigation and the Producing Party did not provide notice, as described above in
16 paragraph 6(b), within thirty (30) days after the deposition that the document was
17 privileged or protected and should be returned.

18 **24. Additional Parties or Attorneys:** In the event additional parties join or
19 intervene in this action, the newly joined party(ies) shall not have access to
20 Confidential Material or Highly Confidential Material until its counsel has executed
21 and, at the request of any party, filed with the Court its agreement to be fully bound by
22 this Order. If any additional attorneys make appearances in this Litigation, those
23 attorneys shall not have access to Confidential Material or Highly Confidential
24 Material until they execute the “Agreement Concerning Information Covered by
25 Protective Order” attached hereto as Exhibit A.

26 **25. Protective Order Remains In Force:** This Protective Order shall
27 remain in force and effect until modified, superseded, or terminated by consent of the
28 parties or by order of the Court made upon reasonable written notice. Unless
otherwise ordered, or agreed upon by the parties, this Protective Order shall survive

1 the termination of this action. The Court retains jurisdiction even after termination of
2 this action to enforce this Protective Order and to make such amendments,
3 modifications, deletions and additions to this Protective Order as the Court may from
4 time to time deem appropriate.

5 26. **No Prejudice For Further Relief:** This Protective Order is without
6 prejudice to the right of any party to seek other or further relief from the Court.

7 27. **No Waiver of Grounds For Producing Material:** This Protective
8 Order shall not be construed as waiving any right to assert a claim of privilege,
9 relevance, overbreadth, burdensomeness or other grounds for not producing material
10 called for, and access to such material shall be only as otherwise provided by the
11 discovery rules and other applicable laws.

12 28. **Conclusion of Litigation:** Within ninety (90) days after receiving notice
13 of the entry of an order, judgment or decree finally disposing of this Litigation, all
14 persons having received Confidential Material or Highly Confidential Material shall
15 either return such material and all copies thereof to counsel for the Producing Party, or
16 destroy all such Confidential Material or Highly Confidential Material and, in either
17 case, certify that fact to counsel for the Producing Party. Counsel of record shall
18 make arrangements for the return of Confidential Material or Highly Confidential
19 Material that counsel of record provided to any persons or entities in paragraphs 11
20 and 12, except the Court, court personnel and court reporters. Outside counsel of
21 record for the parties shall be entitled to retain court papers, depositions, trial
22 transcripts and attorney work product, provided that such outside counsel of record
23 shall not disclose Confidential Material or Highly Confidential Material to any person
24 except pursuant to a court order or agreement with the party that produced the
25 Confidential Material or Highly Confidential Material. All material returned to the
26 parties or their counsel by the Court shall likewise be disposed of in accordance with
27 this paragraph.

28 29. **No Loss of Confidential or Highly Confidential Status By Use In
Litigation or Appeal:** In the event that any Confidential or Highly Confidential

1 Material is used in any court proceeding in this Litigation or any appeal therefrom,
2 such Confidential or Highly Confidential Material shall not lose its status as
3 Confidential or Highly Confidential through such use. Counsel shall comply with all
4 applicable local rules and shall confer on such procedures that are necessary to protect
5 the confidentiality of any documents, information and transcripts used in the course of
6 any court proceedings, including petitioning the Court to close the court room.

7 **30. Protected Material Subpoenaed or Ordered Produced in Other**
8 **Actions:** If any person receiving documents covered by this Order (the “Receiver”) is
9 served with a subpoena, order, interrogatory, or document or civil investigative
10 demand (collectively, a “Demand”) issued in any other action, investigation, or
11 proceeding, and such Demand seeks Discovery Material that was produced or
12 designated as Confidential Material or Highly Confidential Material by someone other
13 than the Receiver, the Receiver shall give prompt written notice by hand or facsimile
14 transmission within ten (10) business days of receipt of such Demand to the person,
15 party, or third party who produced or designated the material as Confidential Material
16 or Highly Confidential Material, and shall object to the production of such materials
17 on the grounds of the existence of this Order. The burden of opposing the enforcement
18 of the Demand shall fall upon the party who produced or designated the material as
19 Confidential Material or Highly Confidential Material. Unless the person, party, or
20 third party who produced or designated the Confidential Material or Highly
21 Confidential Material obtains an order directing that the Demand not be complied
22 with, and serves such order upon the Receiver prior to production pursuant to the
23 Demand, the Receiver shall be permitted to produce documents responsive to the
24 Demand on the Demand response date. Compliance by the Receiver with any order
25 directing production pursuant to the Demand of any Confidential Material or Highly
26 Confidential Material shall not constitute a violation of this Order. Nothing in this
27 Order shall be construed as authorizing a party to disobey a lawful subpoena issued in
28 another action.

31. Advice Based on Discovery Material Allowed: Nothing in this

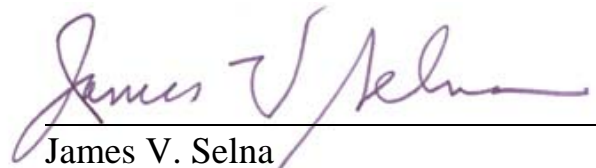
1 Protective Order shall bar or otherwise restrict any attorney from rendering advice to
2 his client with respect to this litigation and, in the course of rendering advice, referring
3 to or relying generally on the examination of Confidential Material or Highly
4 Confidential Material; provided, however, that in rendering such advice and in
5 otherwise communicating with his client, the attorney shall not disclose the contents
6 of any Confidential Material or Highly Confidential Material produced by another
7 party if that disclosure would be contrary to the terms of this Protective Order.

8 **32. Redaction Allowed:** Any Producing Party may redact from the
9 documents and things it produced matter that the Producing Party claims is subject to
10 attorney-client privilege, work product immunity, a legal prohibition against
11 disclosure, or any other privilege or immunity. The Producing Party shall mark each
12 thing where matter has been redacted with a legend stating "REDACTED," as
13 appropriate, or a comparable notice. Where a document consists of more than one
14 page, at least each page on which information has been redacted shall be so marked.
15 The Producing Party shall preserve an unredacted version of each such document.

16 **33. Violations of Protective Order:** In the event that any person or party
17 should violate the terms of this Protective Order, the aggrieved Disclosing Party
18 should apply to the Court obtain relief against any such person or party violating or
19 threatening to violate any of the terms of this Protective Order. In the event that the
20 aggrieved Disclosing Party seeks injunctive relief, it must petition the District Judge
21 for such relief, which may be granted at the sole discretion of the District Judge. The
22 parties and any other person subject to the terms of this Protective Order agree that
23 this Court shall retain jurisdiction over it and them for the purpose of enforcing this
24 Protective Order.
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1 34. **Headings:** The headings herein are provided only for the convenience of
2 the parties, and are not intended to define or limit the scope of the express terms of
3 this Protective Order.

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5 Dated: July 16, 2010

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8 James V. Selna
9 United States District Judge
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Dated: July 13, 2010

Respectfully stipulated to and submitted by,

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*Lead Defense Counsel for Personal Injury/Wrongful
Death Cases*

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In Re: Toyota Motor Corp.)	CASE NO.: 8:10ML2151 JVS
Unintended Acceleration Marketing,)	(FMOx)
Sales Practices, and Products)	
Liability Litigation)	AGREEMENT CONCERNING
This document relates to:)	INFORMATION COVERED BY
ALL CASES)	STIPULATED PROTECTIVE
)	ORDER

I, _____, hereby acknowledge that I have received a copy of the Stipulated Protective Order entered in this action (Case No. 8:10ML2151 JVS (FMOx) by the United States District Court for the Central District of California, Southern Division (hereinafter, "the Protective Order").

I have either read the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

If I receive documents or information designated as Confidential Material or Highly Confidential Material, (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

I agree to hold in confidence and not further disclose or use for any purpose (other than is permitted by the Protective Order) any information disclosed to me pursuant to the terms of the Protective Order.

If I am a Sharing Attorney as defined in paragraph 13 of the Protective Order, I recognize and agree that coordination of discovery is necessary to promote judicial economy and to avoid unnecessary costs and delays to the parties to this action (Case

1 No. 8:10ML2151 JVS (FMOx), as well as to the parties to the action(s) in which I
2 serve as counsel. Accordingly, I agree to use my best efforts to coordinate discovery
3 in the action(s) in which I serve as an attorney of record with this action.

4 I hereby submit myself to the jurisdiction of the United States District Court for
5 the Central District of California for resolution of any matters pertaining to the
6 Protective Order.

7 My address is _____

8
9 My present employer is _____

10 Dated: _____

11
12 Signed: _____